

EXHIBIT E – RESPONSE



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May 20, 2022

VIA U.S. Mail and Electronic Mail

Victoria Ferrise
Brennan Manna Diamond
250 Civic Center Drive, Suite 300
Columbus, Ohio 43215
vlferrise@bmdllc.com
330-374-5184

Re: *Eastern Gateway Community College Correspondence Dated May 10, 2022*

Dear Ms. Ferrise:

Please find this letter in response to the correspondence from Michael Geoghegan on behalf of your client, Eastern Gateway Community College (“EGCC”), which was dated May 10, 2022. Student Resource Center, LLC (“SRC”) remains just as committed today to [REDACTED]

[REDACTED] as much as it did when the Parties entered into the Agreement¹ on June 30, 2017. [REDACTED]

EGCC’s correspondence claims that [REDACTED]
[REDACTED]
[REDACTED] Neither of EGCC’s assertions are properly based in law or fact.

¹ Capitalized terms that are undefined will adopt the same meaning from EGCC’s May 10, 2022 correspondence.

██████████ The determination of whether a party’s breach of a contract was a “material breach” is generally a question of fact. *Id.* at ¶ 11.

Therefore, the nature of the Collaboration has not changed by and EGCC suffered no harm from SRC's removal of Mr. Perik from his prior position as SRC's CEO.

C David Paragon

cc: Phillip Braithwaite, CEO, Student Resource Center, LLC